" The City of Heritage "

# ULUNDI LOCAL MUNICIPALITY

# QUOTATION NO.: 21/2023/2024/RFQ/22

## QUOTATION DESCRIPTION

## CONSTRUCTION OF SBUNJANE GRAVEL ACCESS ROADS IN WARD 21

## CIDB CLASSIFICATION: 4CE OR HIGHER

## SUBMISSION OF QUOTATION DOCUMENT DEADLINE

**Date: Tuesday, 03 March 2026**
**Time: 12h00**
Venue: Ulundi Municipality, SCMU,
Corner of Princess Magogo and King
Zwelithini Street, Ulundi, 3838

| | |
|---|---|
| **Name of bidder** | |
| **Contact person** | |
| **Tel/ Cell Number** | |
| **Email Address** | |
| **Physical Address** | |
| **CRS Number** | |
| **CSD Number** | **MAAA** |
| **Quotation Amount (VAT incl.)** | **R** |
| **Quotation Amount in words** | |

EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fullfilment

*Sealed bid document must be deposited in the Tender Box provided at the Ulundi Municipality SCMU, Corner of Princess Magogo and King Zwelithini Street, Ulundi by no later than **12h00** on the **03rd of March 2026**. Please be advised that the bid number and closing date should be written at the back of the envelope.*

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# CHECK-LIST FOR TENDER SUBMISSION

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:**

| Page No. | Description | Yes | No | Remarks |
|---|---|---|---|---|
| 6 | MBD 1: Invitation to Bid | | | |
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| | Full CSD Report | | | |

# THE TENDER

## PART T1: BIDDING PROCEDURES

" The City of Heritage "

ULUNDI MUNICIPALITY

## ULUNDI LOCAL MUNICIPALITY

### T1.1 - BID NOTICE AND INVITATION AWARD

Bids are hereby invited from suitable service providers of the following Ulundi Municipality projects:

| Quotation No. | Quotation Description | Point System | Closing Date | Time | Technical enquiries | Contact number |
|---|---|---|---|---|---|---|
| 21/2023/2024/RFQ/22 | Construction Of Sbunjane Gravel Access Roads In Ward 21 | 80/20 | 03/03/2026 | 12h00 | Miss P.T. Nxumalo | 035 874 5100 |

Only service providers appointed in the established Panel of contractors for Civil Engineering related work for 36 months (Bid 21-2023/2024) will be considered.

**Bid documents may be obtained at the Ulundi Municipality SCMU office, Corner of Princess Magogo and King Zwelithini Street, Ulundi. Bid documents must be submitted in a sealed envelope clearly marked with the bid number, closing date and, dropped off in the tender box at SCMU, Ulundi Municipality, Corner of Princess Magogo and King Zwelithini Street, Ulundi, 3838 by no later *12H00* of the above stated closing dates. The bid box is generally open from 07h30 to 16h30 Monday to Thursday and 07h30 to 15h15 Friday. All quotes must be submitted on the official forms – (Not to be retyped). This bid is subject to the general conditions of contract (GCC) and any other special conditions of contract.**

A **Compulsory Briefing Session** will be held on **23 February 2026 at 12h00** at the Ulundi Municipality, **Technical Services,** Corner of Princess Magogo and King Zwelithini Street, Ulundi. Non-attendance at the Compulsory Briefing Session will render any submission invalid. **NO ADMITTANCE TO BRIEFING SESSION BY MUNICIPAL SECURITY AFTER 12H00.**

**NOTE:**

1. Written quotations must be submitted based on the bill of quantities.
2. Written quotation documents including the bill of quantities may only be completed in **black ink.**
3. All prices must be quoted in South African Rand and the **pricing strategy is re-measurable.**
4. Quotations shall remain valid for **ninety 90 days** after the closure date.
5. No contract shall be concluded with any bidder whose tax matters are not in order.
6. ***Please note that no quotations received after the closing time will be considered.***
7. Quotations will be evaluated on **Price and Specific Goals** in line with PPPFA and SCM policy of the municipality.
8. The Municipality reserves a right to apply objective evaluation criteria. Should the recommended bidder pose any of the above-mentioned risks after assessment.

This proposal will be evaluated using 80/20 Preferential Procurement Point system where 80 points are for price, and 20 points are for Specific goals in terms of SCM Regulation 2022.

Specific goals for the tender and points claimed as indicated per table below.

Specific goals for the tender and points claimed as indicated per table below.

| SPECIFIC GOAL ALLOCATED TERMS OF THIS TENDER | NUMBER OF POINTS ALLOCATED |
|---|---|
| Black ownership with at least 51% | 5 |
| Black ownership with disabilities as defined by Empowerment Equity Act of 1998. (Attach certificate) | 5 |
| Black women ownership with at least 30% ownership | 5 |
| Black youth ownership by at least 30% | 5 |
| TOTAL | 20 |

Late tenders will not be accepted, and the Ulundi Municipality reserves the right not to make an award. Failure to comply with the above conditions will invalidate your offer.

**Kindly note that the successful bidder will be subjected to a screening process prior to the bid being awarded, should it be discovered that a successful bidder provided misleading information he/she will be disqualified with immediate effect.**

SCM related enquires: NS Luzipho (035 874 5100)

**Mr. S.M. KHOMO**

**MUNICIPAL MANAGER**

**MBD1**

# PART A
# INVITATION TO BID

| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*ULUNDI LOCAL MUNICIPALITY/ MUNICIPAL ENTITY*)** | | | | | |
|---|---|---|---|---|---|
| QUOTATION NUMBER: | 21/2023/2024/RFQ/22 | CLOSING DATE: | 03 MARCH 2026 | CLOSING TIME: | 12H00 |
| DESCRIPTION | CONSTRUCTION OF SBUNJANE GRAVEL ACCESS ROADS IN WARD 21 | | | | |
| **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).** | | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS*

| |
|---|
| **BA 131 PRINCESS MAGOGO AND KING ZWELITHINI STREET** |
| **ULUNDI** |
| **3838** |
| |

| **SUPPLIER INFORMATION** | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | **OR** | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | ☐ Yes ☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | ☐ Yes ☐ No |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]*** | | | | | |
| **SCHEDULE 1:** ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No [IF YES ENCLOSE PROOF] | | **SCHEDULE 2:** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | | ☐ Yes ☐ No [IF YES, ANSWER PART B:3 ] |
| **SCHEDULE 3: SIGNATURE OF BIDDER** | ..... | | **SCHEDULE 4: DATE** | | |
| **SCHEDULE 5: CAPACITY UNDER WHICH THIS BID IS SIGNED** | | | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** | | **TECHNICAL INFORMATION MAY BE DIRECTED TO:** | |
|---|---|---|---|
| DEPARTMENT | SCM | CONTACT PERSON | PT NXUMALO |
| CONTACT PERSON | N.S. LUZIPHO | TELEPHONE NUMBER | 035 874 5100 |
| TELEPHONE NUMBER | 035 874 5100 | FACSIMILE NUMBER | 035 874 5174 |
| FACSIMILE NUMBER | 035 874 5174 | E-MAIL ADDRESS | tnxumalo@ulundi.gov.za |
| E-MAIL ADDRESS | nluzipho@ulundi.gov.za | | |

# PART B
# TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**.
**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**.

SIGNATURE OF BIDDER: …….

CAPACITY UNDER WHICH THIS BID IS SIGNED: …….

DATE: ……...

## CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING SESSION

## QUOTATION NO.21/2023/2024/RFQ/22

*(Please print)*
It is hereby CERTIFIED that I, ……
*(name)*

in my capacity as……and a duly authorized representative

of…… (the TENDERER)

of (address)……
……

in the company of **Ulundi Local Municipality** attended the official briefing session on …….(date)

for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer or Municipal official.

**Particulars of person(s) attending the meeting:**

Name: .....……..... Signature: .....….....

Capacity: .....

Name: ….....…… Signature: .....….....

Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:**

Name: .....……...……..... Signature: .....

Capacity: .....……..... Date and Time: .....…….....

# PART 2: RETURNABLE DOCUMENTS

## CERTIFICATE OF AUTHORITY FOR SIGNATORY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

| (I) SOLE PROPRIETOR | (II) CLOSE CORPORATION | (III) PARTNERSHIP | (IV) COMPANY | (V) JOINT VENTURE / CONSORTIUM | |
|---|---|---|---|---|---|
| | | | | Incorporated | |
| | | | | Unincorporated | |

**NOTE:**
The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

| | |
|---|---|
| Cooperative: | 'Resolution of the Members' |
| Close Corporation: | 'Resolution of the Members' |
| Company: | 'Resolution of the Board' signed by the chairperson |
| Joint Venture / Consortium: | 'Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises |

## MEMBERS RESOLUTION

**QUOTATION NO. 21/2023/2024/RFQ/22: CONSTRUCTION OF SBUNJANE GRAVEL ACCESS ROADS IN WARD 21**

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader Name: _____Regi stration

Number:_____RESOLUTION

OF THE DIRECTORS OF THE COMPANY etc RESOLVED that _____, in his/her capacity as

_____, is authorised to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.
*(sole member still must sign this resolution)*

Signature of members:

| Name | Signature | Date |
|---|---|---|
| 1. _____ | _____ | _____. |
| 2. _____ | _____ | _____. |
| 3. _____ | _____ | _____. |
| 4. _____ | _____ | _____. |
| 5. _____ | _____ | _____. |
| 6. _____ | _____ | _____. |

**Specimen signature of the signatory: _____**

## CERTIFICATE FOR JOINT VENTURE

**QUOTATION NO. 21/2023/2024/RFQ/22: CONSTRUCTION OF SBUNJANE GRAVEL ACCESS ROADS IN WARD 21**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, …….. authorized signatory of the company,……..…….…….....acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Bid No…… and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

**Signature of Signatory**: .....

**As Witnesses**:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

| NAME OF FIRM | ADDRESS | THORISING SIGNATURE, NAME AND CAPACITY |
|---|---|---|
| **Lead partner** | | |
| | | |
| | | |

***Note: This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.***

## COMPULSORY ENTERPRISE QUESTIONNAIRE

**The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.**

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB:

Section 4: CSD:

**Section 5: Particulars of sole proprietors and partners in partnerships**

| Name | Identity Number | Personal Income Tax Number |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

**** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners***

**Section 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

(i) Authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;

(ii) Confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

(iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

(iv) Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

(v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**Signed :** **Date :**

**Name :** **Position :**

**Enterprise Name:**

## DECLARATION OF INTEREST

| | | |
|---|---|---|
| 1. | No bid will be accepted from persons in the service of the state*. | |
| 2. | Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority. | |
| 3. | **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.** | |
| 3.1 | Full Name of bidder or his / her representative:<br>……..<br>Identity number: ……<br>Position occupied in the Company (director, trustee, shareholder²):<br>……..<br>Company Registration Number: ……<br>Tax Reference Number: ……...<br>VAT Registration Number: …….<br>The names of all directors / trustees / shareholders / members, their individual identity numbers, and state employee numbers (where applicable) must be indicated in paragraph 4 below. | |
| 3.2<br>3.3<br>3.4<br>3.5<br>3.6<br>3.7 | | |
| 3.8<br>3.8.1 | Are you presently in the service of the state? *<br>If yes, furnish the following particulars:<br>Name of person / director / trustee / shareholder member:<br>……..<br>Name of state institution at which you or the person connected to the bidder is employed:<br>……..<br>Position occupied in the state institution:<br>……..<br>Any other particulars: …… | **YES / NO** |
| 3.9 | Have you been in the service of the state for the past twelve months? | **YES / NO** |
| 3.9.1 | If so, furnish particulars.<br>…….. | |

| | | |
|---|---|---|
| | …….. | |
| 3.10<br><br>3.10.1 | Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?<br><br>If yes, furnish the following particulars:<br><br>Name of person: …….<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br><br>……..<br><br>Position occupied in the state institution:<br><br>……..<br><br>Any other particulars: …….<br><br>…….. | **YES / NO** |
| 3.11<br><br>3.11.1 | Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?<br><br>If yes, furnish the following particulars:<br><br>Name of person: …….<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br><br>……..<br><br>Position occupied in the state institution: ……<br><br>Any other particulars: …….<br><br>…….... | **YES / NO** |
| 3.12 | Are any of the company's directors, managers, principal shareholders, or stakeholders in the service of the state? | **YES / NO** |
| 3.12.1 | If yes, furnish the following particulars:<br><br>Name of person / director / trustee / shareholder / member:<br>……<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br><br>…….. | |

| | | |
|---|---|---|
| | Position occupied in the state institution: ……<br><br>Any other particulars: …….<br><br>……..…….. | |
| 3.13<br><br>3.13.1 | Is any spouse, child or parent of the company's directors, trustees, managers, principal shareholders, or stakeholders in the service of the state?<br><br>If yes, furnish the following particulars:<br><br>Name of person / director / trustee / shareholder / member:<br><br>……<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br><br>……..<br><br>Position occupied in the state institution: ……<br><br>Any other particulars: …….<br><br>…….…….. | **YES / NO** |
| 3.14<br><br>3.14.1 | Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether they are bidding for this contract?<br><br>If yes, furnish particulars:<br><br>……..<br><br>…….. | **YES / NO** |

4. Full details of directors / trustees / members / shareholders:

**THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:**

| Full Name | Identity Number | State Employee Number (where applicable) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

| | |
|---|---|
| **5.** | **The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.** |

…….. ……..……..

Signature Date

……. ……

Capacity Name of Bidder

[1]MSCM Regulations: "in the service of the state" means to be -

(a) a member of –
  (i) any municipal council.
  (ii) any provincial legislature; or
  (iii) the National Assembly or the National Council of Provinces.
(b) a member of the board of directors of any municipal entity.
(c) an official or any Municipality or municipal entity.
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
(e) a member of the accounting authority of any national or provincial entity; or
(f) an employee of Parliament or a provincial legislature.

[2]" Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

**MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

---

## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 **To be completed by the municipality**

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the municipal:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total points for functionality and specific goals** | **100** |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The municipal reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality

## 2. DEFINITIONS

**(a)** **"tender"** means a written offer in the form determined by an municipality in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the municipality and a third party that produces revenue for the municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1. THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

**80/20**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

| | | |
|---|---|---|
| Ps | = | Points scored for price of tender under consideration |
| Pt | = | Price of tender under consideration |
| Pmin | = | Price of lowest acceptable tender |

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an municipality must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the municipality must indicate the points allocated for specific goals for both the 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.***

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) | Supporting documentation |
|---|---|---|---|
| Black ownership with at least 51% | 5 | | Full CSD Report |
| Women ownership with at least 30% | 5 | | Full CSD Report |
| Youth ownership | 5 | | Full CSD Report |
| Disability as defined by Empowerment Equity Act | 5 | | Full CSD Report |
| **Total points for specific goals** | **20** | | |

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or

any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: .....

**DATE:** .....

**ADDRESS**: .....

.....

.....

.....

**MBD 8**

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be rejected if that bidder, or any of its directors have:

   a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
   b. been convicted for fraud or corruption during the past five years;
   c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

**2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|---|---|---|---|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br>**(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).** | Yes ☐ | No ☐ |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br>**(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).** | Yes ☐ | No ☐ |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes ☐ | No ☐ |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes ☐ | No ☐ |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes ☐ | No ☐ |
| 4.7.1 | If so, furnish particulars: | | |

*Indicate YES or NO

## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..…… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|---|---|
| ……... | …….. |
| Signature | Date |
| ……. | …….. |
| Position | Name of Bidder |

**MBD 9**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)[2]. Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
    a. take all reasonable steps to prevent such abuse;
    b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
    c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/ or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**MBD9**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

In response to the invitation for the bid made by:

_____

(Name of Municipality/ Municipal Entity)

Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   ***Has been requested to submit a bid in response to this bid invitation;***

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) Prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of contract.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition commission for Investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the national Prosecuting authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

| | |
|---|---|
| …… | ……. |
| **Signature** | **Date** |
| ……. | …….. |
| **Position** | **Name of Bidder** |

# THE CONTRACT

## C1. AGREEMENTS AND CONTRACT DATA

### C1.1 Form of Offer and Acceptance

#### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the:

**CONSTRUCTION OF SBUNJANE GRAVEL ACCESS ROADS - WARD 21**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF 15% VALUE ADDED TAX IS:**

. . . . . .
. . . . . Rand (in words);

R . . . . . (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature . . . . . Date . . . . . .

Name . . . . . .

Capacity . . . . . .

**for the tenderer**
(Name and address of organization) . . . . . .
. . . . . .
. . . . . .

Name and signature of witness . . . . . .. . . . . .

## Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor**)** within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature . . . . . Date . . . . . .

Name . . . . . .

Capacity . . . . . .

**for the Employer** Ulundi Local Municipality
BA 131 Corner of Princess Magogo and King Zwelithini Street
Ulundi
3838

Name and signature of witness . . . . . Date . . . . . .

. . . . . .

## Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

### C.1.2 Contract Data

**Part 1: Contract Data Provided by the Employer**

**GENERAL CONDITIONS OF CONTRACT**

The following standardised General Conditions of Contract:

**General Conditions of Contract for Construction Works (Third Edition, 2015)**
Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer.
The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

**CONTRACT SPECIFIC DATA**

The following Contract specific data are applicable to this Contract:
**Clause 1.1.1.13: Defects Liability Period**

The defects liability period is a period of 365 days, measured from the date of the Certificate of Completion.

**Clause 1.1.1.15: Employer**

The **Employer** is **ULUNDI MUNICIPALITY**, represented by **Miss P.T. Nxumalo** and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as “Employer.

**Clause 1.1.1.16: Engineer**

The **Engineer**, referred to in the documents, is the Technical Services Department, **Ulundi Municipality** acting through a Director or an official authorised thereto in writing.

The name of the Engineer is: **Miss P.T. Nxumalo** or their successors duly appointed by the Employer.

**Clause 1.1.1.26: Pricing Strategy**

The Pricing Strategy is Re-measurement.

**Clause 1.1.1.28: Scope of Work**
*Replace with the following:*
**“Scope of Work”** means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

**Clause 1.1.1.34: Writing**
**Add the following Clause after Clause 1.1.1.34**

**1.1.1.35 "Drawings"** means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

**Clause 1.2.1.2: Notices**

The name of the Employer is : **ULUNDI MUNICIPALITY**

The address of the Employer is : Corner of Princess Magogo and King Zwelithini Street
Ulundi
3838

The name of the Engineer is : **TECHNICAL SERVICES, ULUNDI MUNICIPALITY**

The address of the Engineer is : Corner of Princess Magogo and King Zwelithini Street
Ulundi
3838

**Clause 1.3.5: Contractor's Copyright**
*Add the following to Clause 1.3.5:*

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

**Clause 3.2.3: Employer's Approval Required**

The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. The reduction of a penalty for delay in terms of Clause 5.13.2.
2. The issuing of a variation order in terms of Clause 6.3.2.
3. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
4. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
5. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
6. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

**Clause 4.3: Legal Provisions**
*Add the following Clauses after Clause 4.3.2:*

4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.

4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

**Clause 4.4: Subcontracting**

4.4.1 Re-word this sub-clause as follows:
The Contractor is mandated to subcontract a minimum of 30% of the work to Emerging Micro-enterprises or small business enterprises that are 51% owned by either black people, black youth, black women, black people with disabilities, black persons living in rural or underdeveloped areas and black military veterans, but it shall not subcontract the whole contract.

**Clause 5.3: Commencement of Works**

The Contractor shall commence executing the Works within 28 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

**Clause 5.4: Access to the Site**
*Add the following clause after Clause 5.4.3:*

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

**Clause 5.5.1: Time for Practical Completion**

The Works shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, exclusive of the special non-working days and the year-end break and inclusive of the 28 day period referred to in Clause **5.3** above.

**Clause 5.6.1: Programme of Works**

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

**Clause 5.8: Non-Working Times**
The special non-working days are the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

**Clause 5.9: Instructions**
*Add the following Clauses after Clause 5.9.7:*

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

**Clause 5.12.2.2: Extension of Time Due to Abnormal Rainfall**

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.
The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.

| | | | | | |
|---|---|---|---|---|---|
| January | 4 days | May | 1 days | September | 2 days |
| February | 4 days | June | Nil days | October | 3 days |
| March | 4 days | July | Nil days | November | 4 days |
| April | 2 days | August | Nil days | December | 3 days |

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

**Clause 5.12.3: Adjustment to General Items**
*Add the following to Clause 5.12.3*

The cost of time related general items will be calculated on the basis of the number of days in Clause **5.5.1**.

**Clause 5.13.1: Penalty for Delay**

The penalty for failing to complete the Works on time is R 1 500.00 per calendar day.

**Clause 6.2: Security**

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date. The Performance Guarantee shall be worded as set out in the document included in C1.5. The security to be provided by the contractor shall be a Performance guarantee of 10% of the contract sum plus retention of 10% of the value of the works.

**Clause 6.5.1.2.3 Basis of Payment of dayworks**

The percentage allowance to cover overhead charges for dayworks which has not been included in the Daywork Schedule, are as follows:

50% on the cost of labour (6.5.1.2.1, and
15% on the cost of materials (6.5.1.2.2)

No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.

**Clause 6.8.2: Contract Price Adjustment**

The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of the Contract Price Adjustment Factor shall be calculated to 4 decimal places.

The value of "x" is 0.10.

The values of the coefficients are:
a = 0.20
b = 0.20
c = 0.50
d = 0.10

The Site or largest part thereof shall be deemed to be located in the national province of KwaZulu-Natal.
The applicable industry for the Producer Price Index for materials is Building and Construction Civil Engineering.
The area for the Producer Price Index for fuel is Coast.
The base month is “one month prior to the closing of the Tender”.
The indices shall be obtained from Stats SA as given in the following publications or any successive publication:

| Index | Publication | Table |
|---|---|---|
| Labour (L) | P0141 | 14 |
| Plant (P) | P0151 | 4 |
| Materials (M) | P0151 | 3 |
| Fuel (F) | P0151 | 4 |

**Clause 6.8.3: Variation in Cost of Special Materials**

Price adjustments for variations in the costs of special materials are not allowed.

**ADDITIONAL CONDITIONS OF CONTRACT**
*The additional Conditions of Contract are:*

**Clause 11: Contractor to Provide Everything Necessary**

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

**Clause 12: Details to be Confidential**

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.

## Part 2: Data Provided by the Contractor

### Clause 1.2.1: Delivery of Notices

The name of the Contractor is .....

The address of the Contractor is .....

| Physical Address | Postal Address |
|---|---|
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| Telephone: ..... | Fax:..... |
| Email: ..... | |

## C.1.3. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

**AGREEMENT MADE AND ENTERED INTO BETWEEN ULUNDI MUNICIPALITY (HERE IN AFTER CALLED THE "EMPLOYER") AND**

.....
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, .....

representing

..... , as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.
I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.:.....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.
I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

**EMPLOYER**

Signed at .....… on the ..... day of ..... 20 .....

**Signature: ……..** **Date: ……**

**Name: …….....**

**Capacity: ……**

**CONTRACTOR**

Signed at …… on the ..... day of ..... 20 .....

**Signature: ……..** **Date: ……**

**Name: ……**

**Capacity: ……**

## C2. PRICING DATA

***(Refer to the Attached Bill of Quantities)***

### C2.1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SANS 1200-A, General.

2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

| | | | | | |
|---|---|---|---|---|---|
| % | = | per cent | $m^2$.pass | = | square metre-pass |
| h | = | hour | $m^3$ | = | cubic metre |
| ha | = | hectare | $m^3$.km | = | cubic metre-kilometre |
| kg | = | kilogram | MN | = | meganewton |
| k□ | = | kilolitre | MN.m | = | meganewton-metre |
| km | = | kilometre | MPa | = | megapascal |
| km-pass | = | kilometre-pass | No. | = | number |
| kPa | = | kiloposcal | Prov sum | = | Provisional sum |
| kW | = | kilowatt | P C sum | = | Prime Cost sum |
| □ | = | litre | sum | = | lump sum |
| m | = | metre | t | = | ton (1 000 kg) |
| mm | = | millimetre | W/day | = | Work day |
| $m^2$ | = | square metre | | | |

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to **www.sabs.co.za** or **www.iso.org** for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

## C2.2. Bill of Quantities

## DECLARATION

**(In respect of completeness of Tender)**

Ulundi Municipality
BA 131 Corner of Princess Magogo Street and King Zwelithini
Ulundi
3838

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming part of this contract document in consecutive order upon which tender for:

**QUOTATION NO.: 21/2023/2024/RFQ/22**
**CONSTRUCTION OF SBUNJANE GRAVEL ACCESS ROADS – WARD 21**

**SIGNED BY/ON BEHALF OF TENDERER**

**TENDERER**

**Signature: …….. Date: ……..…...**

**Name: ……..**

**Capacity: ……**

**Name of Tenderer: ……**

## C3. SCOPE OF WORK

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PE1.5 Objectives and targets
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## C3.1 STANDARDISED SPECIFICATIONS

The standard specifications on which this contract is based are Standards South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

| | | | |
|---|---|---|---|
| AA | 1986 | : | GENERAL |
| C | 1980 | : | SITE CLEARANCE (As amended 1982) |
| D | 1988 | | EARTHWORKS (As amended 1990) |
| DA | 1988 | : | EARTHWORKS (Small Works) |
| DM | 1981 | | EARTHWORKS (ROADS, SUBGRADE) |
| M | 1996 | | ROADS (GENERAL) |
| ME | 1981 | | SUBBASE |
| MF | 1981 | | BASE |
| MM | 1984 | | ANCILLARY ROADWORKS |

The following SABS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SABS 1921 (2004): Construction and Management Requirements for Works Contracts

Part 1: General Engineering and Construction Works; and
Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

## C3.2 PROJECT SPECIFICATIONS

The project specification is covered in the following sections:

| ITEM | DESCRIPTION |
|---|---|
| | STATUS |
| | PROJECT SPECIFICATION PORTION 1: GENERAL |
| PS-1 | Project Description |
| PS-2 | Extent of the Works |
| PS-3 | Description of the Site and Access |
| PS-4 | Nature of Ground and Subsoil Conditions |
| PS-5 | Construction and Management Requirements |
| PS-6 | Construction Programme |
| PS-9 | Existing Services |
| PS-10 | Requirements for Accommodation of Traffic |
| PS-11 | Occupational Health and Safety |
| PS-12 | Adverse Weather Conditions |
| PS-13 | Site Meetings & Reporting |
| PS-14 | Preferential Procurement |
| | PROJECT SPECIFICATION PORTION 2 |
| PSA | General |
| PSD | Earthworks |
| PSDB | Earthworks (Pipe Trenches) |
| PSG/PSGA | Concrete (Small Works) |
| PSLB | Bedding (Pipes) |
| PSLE | Stormwater Drainage |

**STATUS**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

# PROJECT SPECIFICATION
# PROJECT SPECIFICATION: PORTION 1
# SABS 1200 PS: GENERAL

## PS-1 PROJECT DESCRIPTION

### PS-1.1 Employer's Objective

The Sbunjane Gravel Access Roads will be constructed at the Sbunjane area (Ward 21) and will benefit the rural communities and its surrounding rural areas.

The description of the contract contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

**(a) Overview of the Works**

The road is located outside of Ulundi town, which are to be re-constructed is approximately 5km in length and 5m wide, is known as Sbunjane Gravel Access Road. The road will be constructed according to the pavement design that incorporates 150mm G5 wearing course from local borrow pit.

**(b) Extent of the Works**

The work that is to be carried out under the contract is as provided for in the Bill of Quantities, Drawings and project particular specifications. However, if during the course of construction conditions are found to differ from those anticipated, the Engineer reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be dealt with in accordance with the Conditions of Contract 2015.

The work to be undertaken by the Contractor includes, but is not limited to, the following:

**General:**

The following general items will be included in the contract:

- The establishment on site of the Contractor's campsite;
- The supply of plant, labour, tools, equipment and materials necessary to complete the work;
- Setting out of the works;
- Accommodation of traffic and maintaining temporary deviations;
- Clearing and grubbing of the site;
- Finishing of the site on completion of the works.

**Earthworks and pavement layers:**

The following earthworks will be undertaken under this contract

- Mass earthworks to approximately 5km long and 5m carriageway width. This includes cut-to-fill, borrow-to-fill, cut-to-spoil, removal of unsuitable material, stockpiling of material, roadbed preparation etc.;
- Ripping and compacting insitu subgrade (G9) to 93% Mod AASHTO
- Construction of a new G5/G7 wearing course compacted to 98% Mod AASHTO using new material;

**(c) Engineering**

**Employer's design**

Not Applicable

**Design Brief and procedures**

Any design required to be carried out by the contractor shall be in accordance with the Standard and Special Specifications applicable to this contract as set out in Section C3.4.

## PS-2 OVERVIEW AND DETAILS OF CONTRACT

Refer to PS-1 Item (b) above.
In order to allow competition and opportunities for available surfacing options, black top surfacing may be undertaken through a nominated subcontract as part of this contract. The subcontract may be done through a call for competitive quotations.
Labour Intensive works comprise the activities described in SANS 1921-5, Earthworks Activities which are to be performed by hand, and its associated specification data. Such work shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

## PS-3 DESCRIPTION OF SITE AND ACCESS

### PS-3.1 Access

The site is located outside of Ulundi town within Ulundi Municipality. The sites can be accessed by gravel road and approximately ± 20km from Ulundi CBD.

### PS-3.2 Limitations

In arriving at his rates, the tenderer/contractors must take note of the following limitations that characterise the site of the roads. These must be taken into account in pricing and during construction of the roads.
The roads are already operational. Construction activities should allow for continuous access to the users. The successful contractor will take full responsibility for this and is expected to allow for it by construction of the road in half widths and/or by the construction and maintenance of detours.

## PS-4 NATURE OF GROUND AND SUBSOIL CONDITIONS

For details of nature of ground and subsoil conditions are provided in Part C.4 of this document.

## PS-5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

### PS-5.1 General

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Engineering and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.
Certain aspects however require further attention as described hereafter.

### PS-5.2 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.
The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer’s representative to act as foreman or surveyor.

### PS-5.3 Management and disposal of water *(Read with SANS 1921 - 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor’s failure to properly manage rain and surface water, will not be considered.

**PS-5.4 Disposal of spoil or surplus material** *(Read with SANS 1921 - 1 : 2004 clause 4.10)*

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas identified by the Engineer. These spoil areas will be within 5km distance from the site. No overhaul will be paid for disposing of unsuitable material in the designated areas within 5km from the site.

**PS-5.5 Testing** *(Read with SANS 1921 – 1 : 2004 clause 4.11)*

PS-5.5.1 Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.
The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

PS-5.5.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

**PS-5.6 Survey beacons** *(Read with SANS 1921 - 1 : 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

**PS-5.7 Existing Services** *(Read with SANS 1921 - 1 : 2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.
The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

**PS-5.8 Management of the environment** *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

The Contractor shall pay special attention to the following :
(a) Natural Vegetation
The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.
Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires
The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

**PS-5.9 Overhaul**

No payment will be made for overhaul on this contract unless provision is made thereof in specific items.

### PS-5.10 Security

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the *employees of his subcontractors are able to identify themselves as members of the construction team.*

## PS-6 CONSTRUCTION PROGRAMME

### PS-6.1 Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.
The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.
In addition, intermittent disruptions will include for the Engineer's inspections at the following stages:
Level control inspections and compaction tests after roadbed preparation and/or subgrade earthworks
Level control inspections and compaction tests after subbase and base construction.
No additional payments, other than through scheduled items, will be made for these stoppages/disruptions/constraints.
The completion period of the contract is to be tendered by the tenderer and is expected not to exceed THREE MONTHS.

### PS-6.2 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract 2015, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7.3 of the General Conditions of Contract 2015.

## PS-7 SITE FACILITIES AVAILABLE

### PS-7.1 Contractor's camp site and depot *(Read with SANS 1921 - 1 : 2004 clause 4.14)*

The Contractor will be permitted to locate his offices, storage facilities, workshops, latrines, etc, on a site approved by the Engineer, in liaison with the community and the owners of farms traversed by the contract or any other appointed representatives. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition. The Contractor must not cut down or damage any trees nor make any excavation without the written permission of the Engineer and will be required to restore the site to its original condition on completion of the Works.
All buildings and latrines shall be in accordance with the Local Authority and State Heath regulations and shall be kept in a clean, sanitary condition to the satisfaction of the Engineer.

### PS-7.2 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.
No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.
No informal housing or squatting will be allowed.
The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

### PS 7.3 Source of Water Supply

The Contractor shall make his own arrangements for the supply of water for construction purposes. The source of water shall be subject to the approval of the Engineer.
Should the contractor's source of water be Zululand District Municipality, the contractor will be required to ensure that the water account with Zululand District Municipality is in good standing prior to the issue

of completion certificate. The Engineer will withhold any payments until arrears are cleared with Zululand District Municipality.

**PS 7.4 Source of Power Supply**

The power supply authority is Eskom. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges to Eskom for whatever temporary power supplies he may require for his use on the site and his tender will be held to include for all such costs and charges.

**PS-8 SITE FACILITIES REQUIRED**

**PS 8.3 Sanitary Facilities**

All latrines shall conform to the requirements of the Local Authority and shall be subject to approval by the Engineer. All sanitary fees and charges due under the Local Authority or State Health Regulations or bylaws shall be paid by the Contractor. Throughout the progress of the contract, all latrines shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Engineer.

**PS 8.9 Survey Equipment**

The contractor shall provide the following survey equipment to the Engineer throughout the duration of the contract:

- A dumpy level
- Measuring tape
- An assistant, when required, to assist the Engineer to operate survey equipment, when provided

| Description of Staff | No. Required | Remarks |
|---|---|---|
| Environmental and Occupational Health & Safety Monitoring | N/A | Provisional sum provided for appointment as directed by the Engineer. Personnel directed by and report to Engineer |
| Community Liaison Officer | One | |

**PS 9.1 Existing Services**

**PS 9.1.1 Care, Damage and Protection**

Known services will be indicated in the tender and contract documents. The Contractor will be responsible for identifying all services with the relevant Service Providers.
The Contractor shall familiarize himself with all services and expose them at the start of the Contract to verify their position and establish their depths.
No additional payment will be made to the Contractor for identifying and locating services. Therefore, the Contractor will have to include the costs thereof in the scheduled items in the Schedule of Quantities.
Any information regarding existing services is given in good faith and without guarantee.

**PS 9.1.5 Environmental Aspects**

The Contractor will be required to plan and undertake his work in a manner that minimises its impact on the natural environment. Trees and other vegetation shall, wherever possible, be left undisturbed. Trees that are marked by the Engineer shall not be damaged and in the event of the Contractor doing so, a penalty will be deducted from monies due to the Contractor.
Every effort shall be made by the Contractor to prevent pollution of the adjacent areas and river and to reduce the noise, dust and fumes emanating from his construction activities.

**PS 9.4 Accommodation of Traffic**
The Contractor shall ensure the safe and expeditious passage of traffic at all times and shall provide all necessary temporary road traffic signs, barricades, flagmen, etc to safeguard the travelling public. Any detours or bypasses constructed by the Contractor shall be adequately signposted, as per the South African Road Traffic Signs Manual, and maintained in such a manner as to provide safe and easy passage of traffic.

### PS 9.5 Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled, levelled and spread in designated areas as directed by the Engineer. All haul will be regarded as freehaul.

### PS 9.6 Finishing and Tidying and Defects Liability Period

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.
Finishing and tidying must not simply be left until the end of the construction period. The Contractor will be entitled, subject to prior agreement with the Engineer and within reasonable limits, to request that work in a particular area and/or work of a particular discipline, be inspected for partial completion. The specified defects liability period in respect of any specific section of the Works shall commence on the date on which the relevant section is accepted by the Engineer as being completed, i.e. fully commissioned, including finishing and tidying.
On completion of the Contract the Contractor shall ensure that all materials used in the construction of the temporary Site office, workshop and storage yard are removed from Site. Waste materials such as construction debris and soil contaminated with oil and fuel are to be disposed of at the solid waste disposal site used approved by the Engineer. Prior to the handover of the Site to the Employer, the Contractor and the Engineer will conduct a post construction audit to determine if any additional measures that are to be taken. The Completion Certificate will only be issued after this stage.

### PS 9.8 Employment of Local Labour

The Employer has determined that 100% of the Contractor's unskilled labour force shall be made up from the local community. A labour sub-committee (of a Project Steering Committee) comprising representatives of the community and other stakeholders will be responsible for the recruitment of all local labour. The Contractor will be required to provide details of the numbers of semi-skilled and unskilled workers he will require, together with their anticipated starting dates. The PSC through its labour sub-committee will then make this labour available to the Contractor.
A minimum of 50% of the local labour shall comprise of women and, where appropriate, disabled labour shall be employed. It is a requirement that tenderers acquaint themselves fully with requirements for registration with Unemployment Insurance Fund.
The Employer requires that the successful contractor registers all labour with the Unemployment Insurance Fund. During project execution, the successful contractor will be required to provide progress reports indicating to what level these requirements have been met.

### PS 9.9 Frequency of Labour Wages Payments

The contractor will be required to pay labour on a fortnightly/monthly basis

### PS 9.11 PORTION OF WORK CONSTRUCTED USING LABOUR INTENSIVE METHODS

The Ulundi Municipality intends to use all construction contracts as a tool for creating employment opportunities for the local communities. It is therefore imperative that, as far as possible, work is done using the labour pool recruited in accordance PS9.9. As a minimum, the following activities are to be undertaken using labour intensive methods:
Clearing and grubbing
Removal of trees/hedges/fences
Excavation of stormwater pipe trenches
Construction of gabions
Construction of concrete lined side drains
Headwalls and other drainage structures

## PS-10 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

### PS-10.1 General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.
Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

### PS-10.2 Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.
Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.
The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.
The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

### PS-10.3 Traffic Safety Officer

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.

### PS-10.4 Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.
Items that may be considered for payment are specified in SABS 1200 Standardized Specifications and the related project specification

## PS-11 OCCUPATIONAL HEALTH AND SAFETY (*Read with SANS 1921 - 1: 2004 clause 4.14)*

### PS-11.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.
For the purpose of this contract the Contractor is required to confirm his status as mandatary and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form C1.2.4 included in Section C1: Agreements and Contract Data.

### PS-11.2 Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification
The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.
(b) Tenderer's Health and Safety Plan
The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:
(i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
(ii) pro-active identification of potential hazards and unsafe working conditions;
(iii) provision of a safe working environment and equipment;
(iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5)*;

(v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;

(vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and

(vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

### PS-11.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

## PS-12 ADVERSE WEATHER CONDITIONS

In terms of Clause 5.12 of the General Conditions of Contract 2010, extension of time will be considered for **abnormal rainfall**. The numbers of days per month on which work is expected not to be possible as a result of **normal rainfall**, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table PS-12.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table PS-12.1, will qualify for consideration of extension of time.

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or

if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-12.1, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil."

**TABLE PS-12.1: Expected Number of Working Days Lost Per Month Due to Normal Rainfall**

| MONTH | Expected number of working days lost as result of normal rainfall |
|---|---|
| January | **5* |
| February | 5 |
| March | 4 |
| April | 1 |
| May | 1 |
| June | 1 |
| July | 1 |
| August | 2 |
| September | 3 |
| October | 4 |
| November | |
| December | 5 |
| TOTAL | *32 days* |

*(The figures in Table PS-12.1 are based on information obtained from the Weather Bureau, Department of Environment Affairs, Durban. The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays from 15 December to 5 January.)*

## PS-13 SITE MEETINGS AND REPORTING

The Contractor will be required to attend site meetings organised by the Engineer. In these meetings he (the Contractor) will be required to provide progress reports and other reports to monitor the outputs of the contractor, as may be required from time to time, to be presented in a format prescribed by the Engineer. The frequency of such meetings will be monthly, as a minimum. However, the frequency can be reviewed, depending on the progress of the contract.

The Employer will be present at such meetings.

## PROJECT SPECIFICATION: - PORTION 2

## AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

## INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.
The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

**PROJECT SPECIFICATION: - PORTION 2**
**SABS 1200 PSA : GENERAL**

**PSA-3 MATERIALS**

**PSA-3.1 Quality**

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.
Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered.

**PSA-4. PLANT**

**PSA-4.2 Contractor's Office, Stores and Services**

The Contractor's camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site.

**PSA-5 CONSTRUCTION**

**PSA 5.1 Survey**
**PS A 5.1.1 Setting Out Of The Works**

Substitute the first sentence in A 5.1.1 with the following:
"Setting out of the works is the sole responsibility of the Contractor and shall be done from survey beacons identified by the Engineer. The Contractor shall, within two (2) weeks after the site has been handed over to him, confirm himself that the survey beacons are correct. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor. A grid of final terrace levels over the site of the works will be issued to the Contractor at the commencement of the contract and it is the Contractors responsibility to preserve all setting out pegs based on this information as given for the duration of the contract."

**PS A 5.4 Protection Of Overhead And Underground Services**

Add the following paragraph :
"The Contractor shall as soon as possible after handing over of the site, commence with the detection to existing services, continue with it without interruption, and finalise it at least 7 days before excavation starts at that particular section."

**PSA-5.8 Ground and access to works**

Add the following:
On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense".

**PSA-5.9 Accommodation of Traffic** (*additional subclause)*

Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor is also referred to Project Specification PS-9.

**PSA-8. MEASUREMENT AND PAYMENT**
**PSA-8.3 Scheduled fixed-charge and value-related items**
PSA-8.3.2 Establishment of Facilities on the Site
PSA-8.3.2.1 Facilities for the Engineer

Add the following additional sub-items:

(d) Carports (*state number)* Unit : Sum

The tendered rate shall cover all costs as specified in Subclause 8.3.2.3 of SABS 1200 A (and 5.5 of SABS 1200 AB to provide these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2 .... if applicable).

PSA-8.3.2.2 Facilities for Contractor

For this contract the facilities for the Contractor will not be measured and paid for separately as itemised in Subclause 8.3.2.2. The subitems (a) to (j) will be consolidated into one item and payment under item PSA-8.3.2.2 shall be deemed to cover all these subitems.

**PSA-8.4 Scheduled time-related items**

PSA-8.4.2 Operation and maintenance of Facilities on Site

PSA-8.4.2.1 Facilities for Engineer

Add the following additional subitems:

(e) Carports Unit : Sum

(f) Survey instruments Unit : Sum

The rates tendered shall cover all costs as specified in Subclause 8.4.2.3 of SABS 1200 A and 5.5 of SABS 1200 AB to operate and maintain these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2.

PSA-8.4.2.2 Facilities for Contractor

Consolidate subitems (a) to (j) of Clause 8.4.2.2 into one item as in PSA-8.3.2.2. Payment under PSA-8.4.2.2 shall be deemed to cover subitems (a) to (j).

**PROJECT SPECIFICATION : PORTION 2**
**sabs 1200 PSD : EARTHWORKS**

**PSD EARTHWORKS**

*The Contractor is referred to* SANS 1921 - 5: Earthworks activities which are to be performed by hand

**PSD-3 MATERIALS**
**PSD-3.1 Classification for excavation purposes**

PSD-3.1.2 Classes of excavation
The classes of excavation in clause 3.1.2 shall in general apply to all excavations where use is made of conventional methods and plant and equipment.
Where labour-intensive methods applicable to targeted labour are specified, soft excavations shall be defined as follows:

"PSD-3.1.2(a) Soft excavation
Soft excavation for labour-intensive work where excavations are to be carried out by hand methods, shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools by an average able-bodied person or group of persons. Soft excavation shall include small boulders that can be removed by hand methods.
Soft excavation can be further broken down by introduction of an additional class such as "Soft Excavation Class A", which is excavation defined as soft, but which can only be excavated with difficulty.
The criteria for classifying Soft Excavation Class A shall be as follows:
Granular material: - dense material with high resistance to penetration by the point of a geological pick; several blows are required for removal of material; 7 to 15 blows of the dynamic cone penetrometer are required to penetrate 100 mm; and
Cohesive materials - stiff to very stiff material requiring 6 to 8 blows of the dynamic cone penetrometer to penetrate 100 mm, where:
"stiff" material can be indented by thumbnail; slight indentation produced by pushing a geological pick point into the soil; cannot be moulded by fingers; and where:
"very stiff" material can be indented by thumbnail with difficulty; slight penetration of point produced by blow of geological pick.
Where soft excavation class A material is encountered, it shall be measured and paid for as an extra over soft excavation.

**PSD-5 CONSTRUCTION**

**PSD-5.1 Precautions**

PSD-5.1.1 Safety

PSD-5.1.1.2 Safeguarding of excavations

- ***Add the following subparagraph:***

"(g) The Contractor or his agent or his representative shall **not** require or allow any person to work under unsupported overhanging material or in an excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported or braced if there is a danger of the overhanging material or the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question."

PSD-5.2.2.1 Excavations for general earthworks and for structures

- ***Add the following additional subparagraph:***

"(f) The Contractor shall so plan his cut-to-fill operations that all excavated material is used in the manner that is most appropriate.
The Contractor shall conserve all suitable surplus material and he shall not borrow, spoil or waste any material unnecessarily. If excavated material designated for a particular purpose become contaminated, is incorrectly used or becomes unavailable through injudicious planning of excavation operations, the Contractor shall replace the contaminated material and make good any shortfall with material of quality at least equal to that of the said selected material.
Where selection of excavated material is required, the method of excavation shall be so arranged as to avoid double handling. Wherever possible excavated material shall be placed in its final position without being stockpiled. If stockpiling is unavoidable, materials intended for different uses shall be stockpiled separately

## PARTICULAR SPECIFICATION PE

## THE CLIENT'S PRE- CONSTRUCTION AND HEALTH PLAN

### PE1. INTRODUCTION

### PE1.1 Purpose and Scope

This document describes the procedure upon which the COMPANY shall comply with the requirements set out in the client's Health and Safety Specification.

This document defines the Management System that is implemented by the COMPANY for the management of Health and Safety on the project, which includes ensuring subcontractor compliance with the same standards.
The aim of this document is to present the safety aspects that will be controlled and managed on the project.

(a) **Reference Documents**

Occupational Health and Safety Act, (Act No. 85 of 1993)

- Compensation for Occupational Injury and Diseases Act.
- Client Health and Safety Specification.
- Construction Regulations 2003.
- The Construction Kit. (CD)

### PE1.2 Definitions

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

**Construction / Building Work** (as defined by the Occupational Health and Safety Act: Construction Regulations 2003):
Means any work in connection with –

a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure;
b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
c) The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
d) The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

**Hazard Identification and Risk Assessment and Risk Control (HRA)**

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

**Site**
Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the Engineer and/or client.

**The Act**

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT Nº. 85 of 1993) and Regulations promulgated there under. (OHSA)

**Hazard**

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

**Risk**

Means the probability or likelihood that a hazard can result in injury or damage.

**Contractor's Responsible Person (S)**

Means any person appointed in writing by the Contractor to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

**Hazardous Chemical Substance (HCS)**

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

**Construction Plant (TEM)**

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

**Contractor**
Means "subcontractor".

**Health and Safety Program**

Encompasses the The COMPANY safety planning spreadsheet.

**Health and Safety Plan (HSP)**

The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee.

**Health and Safety File**

Describes the safety file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

**PE1.3 Responsibilities**

Notification of Intention to Commence Construction Work
The Provincial Director of the Department of Labour shall be notified by the appointed safety consultant to the COMPANY, immediately upon receipt of the Letter of Acceptance of project commencement in accordance with the following requirements:
The demolition of a structure exceeding a height of 3 meters; or
The use of explosives to perform construction work; or
The dismantling of fixed plant at a height greater than 3 meters; or
The work exceeds 30 days or will involve more than 300 person days of construction work; and
Includes excavation work deeper than 1 meter; or
Includes working at a height greater than 3 meters above ground or a landing.

A copy of the notification letter to the Provincial Director shall be forwarded to client for their records and shall be made available to an Inspector, Project Engineer or employee.

(d) Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contracts Manager and Site Agent shall ensure copies of all the appointment letters of the responsible persons appointed on site will be made available to the client and that all legal appointments shall be conducted in accordance with the requirements set out in the **OHSA** and Client specifications.

The above shall also be imposed upon all subcontractors.

(e) Safety Officer Appointment

A part--time Health and Safety consultant shall be appointed upon commencement of the project.

The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the client or his appointed representative.

(f) Risk Assessment Competent Person

The Project Manager shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site. A copy of the risk assessment appointment is attached with duties and responsibilities defined.
**(Annexure E)**

(g) Competency for Contractor's Responsible Persons

The Project Manager acknowledges that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the appointed safety consultant prior to commencement of activities on site.

(h) Health and Safety Representatives

At least one (1) Health and Safety Representative shall be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This will include areas where less than fifty (50) employees are engaged in activity. Employees elected shall be designated in writing for a specific area and period of time.
The designated persons shall conduct monthly inspections within their area of responsibility, the records shall be kept for auditing and that deviations recorded are reported to the responsible supervisor within the designated persons area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.

**PE1.4 Objectives and Targets**

Compliance with the COMPANY Health and Safety Policy.
Everyone is responsible for organising accident prevention at his or her own level on site, Safety training is important.

Prevention.
Working safely ensures your job.
The COMPANY management commits itself to the objectives and targets.
Disabling Injury Frequency Rate (DIFR) of 2.0 or less.
90% compliance on monthly Health and Safety Audits.
Compliance with the legal requirements set out in the Occupational Health and Safety Act, Act 85 of 1993, (OHSA) and Regulations.
Compliance with the Client's Safety Specification for Construction.

**PE1.5 Planning and Procedure**
The procedures to be used for the project are to be in accordance with the Safety Manual in use

in the COMPANY under the guidance of the appointed safety consultant.

The sub-headings covered under the Safety Manual are as follows:

Administration
Appointments
Safety Committees
Registers, checklists and permits
Incident Management
Emergency Planning
Contractors
Risk Assessments
Audits
Hazardous substance control
Training
Roads Requirements
Planning

**PE 1.6 Implementation of The Occupational Health and Safety Specification**

The COMPANY is committed to implementing client specific safety specification on the project and is committed see that this forms an integral part of the project. It is our intention to make this specification part of other Contractors and Suppliers operating procedures.

**PE1. 7 Application of the Health and Safety Specification**

(i) **Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)**

The letter of good standing will be available on site for reference purposes as proof of good standing.
The COMPANY shall ensure all Contractors also comply with the above requirements defined in the COIDA.

(j) **Occupational Health and Safety Policy**

The COMPANY Health and Safety Policy is attached for reference purposes. **(Annexure A)**

(k) **Hazard Identification Risk Assessment**

The Contract Manager shall ensure the Site Agent shall prior to the commencement of any construction work perform Hazard Identification, and the assessed risks shall form part of the health and safety plan applied on site.
A copy of the HRA shall be made available for viewing to the client.

The Site Agent shall ensure that all HRA's conducted will be conveyed to all personnel and contractors through the site training program and that these training sessions will be presented by the competent person regarding the hazard and related work procedures before any work commences.
The HRA Team that will be established will comprise members as follows:
Health and Safety Representative(s),
Health and Safety Committee Member(s)
Management Representative / Site Agent
Attached in the form of **Annexure C and D**, the Hazardous Task Identification and (HTI) and format of the Risk Assessment (RA) is included.
Method statements form part of the Risk Process and will conducted in accordance with the Risk Process described above.
Based on the activities carried out on all projects Hazard Investigation and Risk Assessments (HRA's) will be done. Examples of which are:
Site Establishment
Excavation
Concrete works
Hand held tools
Motorised Equipment

**(l) Health and Safety Committee**

The Project shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda.
The Site Agent shall ensure an attendance register and minutes are kept for auditing purposes, and that a copy of the minutes be circulated to all members in attendance well before convening the next meeting and within 7 days, a copy of the minutes will be forwarded to the project engineer.
Members of the committee shall include the following and are not limited to:
Safety Consultant. (When available)
Contractor's site representative. (Supervisory level)
Contractor's site representatives. (Operating level)
Project Engineer nominated representative. (Co-opted status)

**(m) Health and Safety Training**

Training of personnel is a legal requirement and a necessity and is acknowledges as such. The Training Planning Matrix shall be provided upon request.

**Induction Training**

Induction training shall be attended with the Client as well as the The COMPANY Induction program requirements and records of attendance kept to prove the same.
The COMPANY Induction format is attached for reference purposes. **(Annexure E)**

**Awareness Training**

Weekly awareness training shall be conducted using the The COMPANY Toolbox Talk documents, which shall be conducted by the site supervisors. **(Annexure F)**

**Competency**
Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training. (This may include operators)

**First Aid and Health & Safety Representative Training**
All safety representatives elected and designated, including first aiders, shall be trained should they not already be in possession of a valid certificate of training proving competence.

**General Record Keeping**
The Site Agent shall ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing.
Further to the requirements set out above, the Site Agent will also maintain records that may be defined through the risk assessment process, for auditing purposes.
In accordance with the requirements set out in the Construction Regulations 2003 and the requirement set out in Client Specification the Site Agent shall ensure that a copy of all Health and Safety records

generated during the course of construction, be handed over to the Project Engineer upon completion of construction.

**Statistics**
The Site Agent shall ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training etc. referred to above are kept on site. All documents shall be made available to the client for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to.

DIFR (Disabling Injury Frequency Rate) $\frac{\text{DI's x 1 000 000}}{\text{Man-hours}}$

DISR (Disabling Injury Severity Rate) $\frac{\text{Days Lost x 1 000}}{\text{Manhours}}$

**General Inspection, Monitoring and Reporting**
The COMPANY shall comply with the requirements set out by the client. We have attached a safety management plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.
The COMPANY shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

**Internal Audits**
Internal audits shall be conducted a minimum once per month by the project engineer, as well as the appointed safety consultant.
The Results shall be tabled and discussed at the Health and Safety Committee meetings.
The Audits to be conducted by the appointed safety consultant shall be conducted on the audit schedule attached as per **Annexure G.**
Records of the audits shall be forwarded to the Project Engineer and shall be filed on site for reference purposes.

(n) Incentives

No incentive scheme is being identified unless required by the client.

(o) Penalties
Non-compliance with the client safety specifications can result in work stoppages and possible expulsion from site until the problem has been remedied including costs.

(p) Emergency Procedures

The Site Agent shall make available to the Project Engineer a detailed Emergency Plan to tie into the evacuation plan already in place on the client's premises.

**First Aid Box and Contents**
The Site Agent shall ensure that all working areas area adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant shall be trained in accordance with the requirements set out in the OHSA with recognised and accredited service providers as defined above.

Proof of training attended (certificate) shall be attached to the written acceptance of appointment. It will be the first aid attendant's responsibility to ensure the contents of the first aid boxes are monitored and inspections recorded on the contents of the first aid box register.
The first aid box shall be adequately stocked by The COMPANY at all times and will be accessible to all.

**Accident and Incident Reporting and Investigation**

Should accident investigation need to be conducted, the Project Manager shall appoint a competent person in writing to conduct the said investigation. The procedure to be followed will be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.
The Site Agent shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Site Agent shall ensure that the

investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA and the company specific procedures.
Should there be an incident, the Project Engineer shall be notified within 48-hours if required by the client, of the occurrence. It is acknowledged that the client reserves the right to participate in all investigations into accidents or incidents.

**Hazards and Potentially Hazardous Situations**
The Site Agent shall ensure that all other contractors or contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

**(q) Personal Protective Equipment and Clothing**
The COMPANY shall comply with OHSA requirements to provide PPE.
The Site Agent shall through the Risk Assessment process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment)

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE.
Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement set. Training in the use of this shall be provided.
Overalls and hardhats shall be identifiable. (Principal Contractor different from the contractors)
PPE shall be provided to visitors as well.

**(r) Safety Signage**

The Site Agent in conjunction with the appointed safety consultant shall assess the Health and Safety Signage requirement in conjunction with the Risk Assessments conducted and will place the signage at strategic positions on the site works.
The COMPANY shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, shall be replaced.

**(s) Permits**

The COMPANY shall ensure that access to site works is restricted to construction personnel.
All attempts will be made to restrict spectator access.
Access to the site shall be by the Project Engineers (Clients) authorisation on the prescribed form. (Permits and ID cards shall be issued by the client)
Special permits for hot work and isolation permits shall be applied for to the Project Engineer prior to commencing with the activity.

**(t) Contractors and Suppliers**

The Site Agent shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all contractors appointed by The COMPANY is entered into.
The Contracts Manager will ensure the contractors are issued with the Client Safety Specification where reasonably practicable including any the COMPANY contractor pack for the project, should they not be contained in the Client Safety Specification.
The COMPANY shall assist and ensure the contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA. Contractors will be stopped from working in the event of unsafe conditions and activities being observed.
All contractors shall be covered by the COMPANY Safety Plan and will be issued the same.

(u) **Health and Safety in Practice**

**Excavations**
The Site Agent shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project engineer for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, shall comply with the following requirements:

a) The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may effect the excavations stability and the findings are to be recorded and kept;
b) All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;
c) The safe working procedure shall be communicated to all employees who may be effected by the work; and
d) The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
e) For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
f) Material excavated shall be removed from the point of excavation.
g) Ensure stability of adjoining structures.

**Stacking of Materials and Housekeeping**
The Site Agent shall ensure that all stacking will be supervised by a person competent to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.
Housekeeping shall be maintained in accordance with the client requirements at all times.

**(v) Hazardous Chemical Substances**
The Site Agent shall ensure the necessary training and information regarding the use and storage of HCS is provided, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.
Furthermore, the Site Agent shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.
The First Aider shall be made aware of the MSDS and how to treat HCS incidents appropriately.
Access to all HCS records shall be afforded to the project engineer at all times.

**Fuel / Diesel**
Bulk storage areas shall be demarcated, secured and sign posted with the relevant warning pictograms.
Bulk storage areas shall be bunded.
Re-fuelling shall be conducted in designated re-fuelling areas only.
Spill-kits shall be available at all times in these designated areas.
The surface of the bunded areas and walls shall be of impermeable material.
The bunded area shall be sloped towards a collection pit.

**(w) Plant and Machinery**

**Construction Plant**
All plant shall comply with the OHS Act requirements in relation to operation and maintenance thereof.
Service and maintenance of the vehicles shall be of a high standard at all times.
All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
The COMPANY shall ensure that all construction plants moving parts are adequately protected.
Pre-start inspections shall be conducted on all motorised equipment daily, deviations of such inspections shall be recorded.
Construction plant identified for use shall be operated by a trained and authorised operator.
All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.
The Site Agent shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.
Plant shall be fitted with an extinguisher where practicable.
Washing shall be conducted in the designated washing areas.
The COMPANY shall ensure the all equipment moving to and from site is adequately secured, and that all contractors abide by this requirement.

**Transport of Personnel**
Safe vehicular transport shall be provided for personnel working on the project to the workplace, which shall include proper seating, side restraints and cover.

No personnel shall be permitted to travel on any plant or equipment on the site works.
Road safety principles shall be adhered to on and off site.

**Vessels under Pressure (VuP) or Gas Bottles**
The COMPANY shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:
Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site.
Ensuring that all personnel who shall use this equipment are competent and trained.
Ensuring the users of this equipment are issued with the required PPE.
Ensuring the area is adequately identified as a noise area and warnings are posted.
Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
Ensuringtttt the correct fire prevention and fighting equipment is available at all times.
Noise levels where possible shall be kept within reasonable operating norms.

**Fire Equipment**
The Site Agent shall ensure the following all fire equipment to be used on site comply with the following:
Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
Placement of all extinguishers shall be depicted with the required pictograms.
Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurisation.
The Site Agent shall ensure all employees are adequately trained in the safe use of the extinguishers.
The Site Agent shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

**Hired Plant and Machinery**
The Site Agent shall ensure the following criteria is adhered to when considering hired plant and machinery:
Only approved hire companies shall supply equipment to the site.
Hired plant shall be checked for safety compliance prior to being accepted for use on site.
Should hired equipment be accompanied by an operator, The COMPANY shall ensure that the operators competency be verified and the operator undergo an induction training session.
The Site Agent shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The COMPANY site personnel.
The Site Agent shall ensure that all operators are equipped with the required PPE before commencing work on site.

**General Machinery**
In accordance with General Machinery Regulation 2(1), The COMPANY shall:
Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
The COMPANY shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7)(a), as and when required.
The COMPANY shall ensure that records are maintained of all services conducted.

**Lighting and Power**
The Site Agent shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems in accordance with the client, which will include the following activities:

Earth leakage system will be tested monthly.
Malfunctions shall be repaired immediately or replaced.
Lighting shall be so positioned as not to interfere with construction activities.

**Portable Electrical Tools / Explosive Power Tools**
The Site Agent shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

Minimum compliance with legislation.
Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
Persons competent to inspect the equipment shall be appointed in writing.
Persons who are trained to operate such equipment shall be appointed and shall be the only authorised person to operate the equipment.
The Site Agent shall ensure operation of the equipment is in accordance with the approved Risk Assessment and Safe Working Procedure set out.
All users shall undergo regular awareness training to ensure compliance.

The Site Agent shall ensure the required PPE and clothing is provided and maintained.

**Public Health and Safety**
In the interests of public safety, The COMPANY shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.
This awareness shall be in the form of posters and inductions for visitors to site and warning signs

**Night Work**
Night work shall only be conducted upon approval of the project engineer, with the same safety standard being applied for these activities as with day work activities.

**Facilities for Safe Keeping / eating areas**
The COMPANY shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:

Sufficient seating;
Seating under cover;
Protected change room;
Toilets.
Hand wash facility.
Potable water.

No food preparation shall be conducted on site and designated eating areas will be made to allow adequate seating.
Waste bins shall be strategically placed and cleared regularly.

## ANNEXURE A (Safety Policy)

**CONTRACTOR TO PROVIDE WITH HEALTH AND SAFETY FILE AS REQUIRED**

## MEASUREMENT AND PAYMENT

Payment for the Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations shall be made through two payment items described below. The two payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), costs and incidentals in respect of compliance with and enforcement of the Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety Plan as contemplated in Regulation 5 of the Construction Regulations.

In tendering rates for the three items the Contractor shall ensure that the sum of the amounts for the two items shall not be less than one percent (1%) of the Tender Amount.

| Item | | Unit |
|---|---|---|
| AH.14.1 | **Prepare of risk assessment, safe work procedures, the project H & S file, plan, the provision of PPE and protection clothing and any other H & s matters that the contractor deems necessary** | Lump Sum |

The full amount will be paid in one instalment only once:-

(a) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
(b) The Contractor has made the required initial Appointments of Employees and Sub-Contractors

(c) The Client has approved the Contractors Health and Safety plan

(d) The Contractor has set up his/her Health and Safety file

| Item | | Unit |
|---|---|---|
| AH.14.2 | **Full compliance with all H & S matters during the construction of the works under the contract** | Lump Sum |

Payment shall be effected as follows only after payment for Item AH.14.1 has been made.

Payment of incremental amounts (calculated by the division of the remainder of the tendered sum by the number of months remaining for completion of the works will be authorised in each of the subsequent progress certificates until the tendered sum has been paid.

**SCHEDULE A**

**NOTIFICATION OF CONSTRUCTION WORK**

**Regulation 3 of the Construction Regulations, 2003**

1. (a) Name and postal address of principal Contractor:

. . . . . .
. . . . . .
. . . . . .

(b) Name and telephone number of principal Contractor's contact person:

. . . . . .
. . . . . .

2. Principal Contractor's compensation registration number:

. . . . . .

3. (a) Name and postal address of Client:

. . . . . .
. . . . . .
. . . . . .

(b) Name and telephone number of Client's contact person or agent:

. . . . . .
. . . . . .

4. (a) Name and postal address of designer(s) for the project:

. . . . . .
. . . . . .
. . . . . .

(b) Name and telephone number of designer's contact person:

. . . . . .

5. Name and telephone number of principal Contractor's construction supervisor on site appointed in terms of regulations 6 (1):

. . . . . .
. . . . . .

6. Name/s of principal Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6 (2):

. . . . . .

7. Exact physical address of the construction site or site office:

. . . . . .
. . . . . .
. . . . . .

8. Nature of the construction work:

. . . . . .
. . . . . .
. . . . . .
. . . . . .
. . . . . .
. . . . . .

9. Expected commencement date:

. . . . . .

10. Expected completion date:

. . . . . .

11. Estimated maximum number of persons on the construction site:
. . . . . .

12. Planned number of Contractors on the construction site accountable to principal Contractor:
. . . . . .

13. Name(s) of Contractors already chosen:
. . . . . .
. . . . . .
. . . . . .
. . . . . .
. . . . . .

| | |
|---|---|
| ..... | ..... |
| *Principal Contractor* | *Date* |
| ..... | ..... |
| *Client* | *Date* |

- *This document is to be forwarded to the Office of the Department of Labour* ***prior to commencement of work*** *on site.*

- ***All Principal Contractors*** *that qualify to notify must do so even if another Principal Contractor on the same site had done so prior to the commencement of work.*

## SCHEDULE B

## FORM OHS1: OCCUPATIONAL HEALTH AND SAFETY

### 1. HEALTH AND SAFETY POLICY

(a) Can a copy of current health and safety policy including procedures for risk assessment be supplied? Yes ☐ No ☐

(b) Please give full reasons, on a separate sheet, if the health and safety policy cannot be provided

### 2. HEALTH AND SAFETY ADVICE

Do you

(a) Employ a full time health and safety advisor? Yes ☐ No ☐
(b) Use the services of a health and safety consultant? Yes ☐ No ☐
(c) Have access to the services of a health and safety group? Yes ☐ No ☐

### 3. ACCIDENT AND INCIDENT STATISTICS

(a) Have any dangerous occurrences been reported within the last three years?
Yes ☐ No ☐
If Yes, please give brief details:

(b) Has any employee or persons under your control been fatally injured at work within the last three years? Yes ☐ No ☐
If Yes, please give brief details:

**TENDERER:** . . . . . .

**SCHEDULE C**

**FORM OHS2: OCCUPATIONAL HEALTH AND SAFETY :**
**STATEMENT BY CONTRACTOR**

I, . . . . . duly authorised to represent

. . . . . .
(company name)

in my capacity as . . . . . .
hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons who perform work for me with the provisions of the Occupational Health and Safety Act, No. 85 of 1993 (as amended) and all regulations promulgated from time to time, whilst performing work on . . . . . .
. . . . . .

. . . . . .

. . . . . .

. . . . . .

I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is safe and without risk to health and safety to themselves and others in the vicinity and undertake to have our activities adequately supervised in the interest of health and safety.

**TENDERER:** . . . . . .

**SCHEDULE D**
**RECORDS TO BE KEPT ON SITE**

| ITEM | CR | RECORD TO BE KEPT | RESPONSIBLE PERSON |
|---|---|---|---|
| 1 | 3(3) | Notification to Provincial Director – Schedule A Available on site | Principal Contractor |
| 2. | 4(3) | Copy of Principal Contractor's Health & Safety Plan Available on request | Client (Consultant) |
| 3. | 5(6) | Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request | Principal Contractor |
| 4. | 5(7) | Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request | Contractor |
| 5. | 5(8) | Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure. | Principal Contractor |
| 6. | 5(9) | Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request | Principal Contractor |
| 7. | 6(7) | Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan | Contractor |
| 8. | 7(2) | Risk Assessment Available on site for inspection | Contractor |
| 9. | 7(9) | Proof of Health & Safety Induction Training | Every Employee on site |
| 10. | 8(3) | Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)] | Contractor |
| 11. | 9(2)(b) | Inform Contractor in writing of dangers and hazards relating to construction work | Designer of Structure |
| 12. | 9(3) | All drawings pertaining to the design of structure On site available for inspection | Contractor |
| 13. | 9(4) | Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly] | Owner of Structure |
| 14. | 9(5) | Maintenance records – safety of structure Available on request | Owner of Structure |
| 15. | 10(1)(d) | Drawings pertaining to the design of formwork/support work structure Kept on site, available on request | Contractor |
| 16. | 11(3)(h) | Record of excavation inspection On site available on request | Contractor |

| | | | |
|---|---|---|---|
| 17. | 15(11) | Suspended Platform inspection and performance test records<br>Kept on site available on request | Contractor |
| 18. | 17(8)(c) | Material Hoist daily inspection entered and signed in record book kept on the premises | Contractor |
| 19. | 17(8)(d) | Maintenance records for Material Hoist<br>Available on site | Contractor |
| 20. | 18(9) | Records of Batch Plant maintenance and repairs<br>On site available for inspection | Contractor |
| 21. | 19(2)(g)(ii) | Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return | Contractor |
| 22. | 21(1)(d) | Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant | Contractor |
| 23. | 22(d) | Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site | Contractor |

## SCHEDULE E

## OCCUPATIONAL HEALTH AND SAFETY: AUDIT SYSTEM

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

| Section/ Regulation | Subject | Requirements | 1.1.1.2 Yes/No |
|---|---|---|---|
| Construction. Regulation 3 | Notice of carrying out Construction work | Department of Labour notified<br>Copy of Notice available on Site | |
| General Admin. Regulation 3 | Copy of OH&S Act (Act 85 of 1993) | Updated copy of Act & Regulations on site<br>Readily available for perusal by employees | |
| COID Act Section 80 | Registration with Compens. Insurer | Written proof of registration / Letter of good standing available on Site | |
| Construction. Regulation 4 & 5(1) | OH&S Specification & Plan | H&S Specification received from Client<br>OH&S plan developed: Updated regularly | |
| Section 8(2)(d) and Construction. Regulation 6 | Hazard Identification & Risk Assessment | Hazard Identification carried out/Recorded<br>Risk Assessment and Plan drawn up/Updated<br>Risk Assessment Plan available on Site<br>Employees/Subcontractors informed/trained | |
| Section 16(2) | Assigned duties (Managers) | Responsibility of complying with the OH&S Act assigned to other person/s by CEO. | |
| Construction. Regulation 5(2) | Designation of Person Responsible on Site | Competent person appointed in writing as Construction Supervisor | |
| Construction. Regulation 5(5)(a) | Designation of Subordinate Person | Competent person appointed in writing as Sub-ordinate Construction Supervisor | |
| Section 17 & 18 | Designation of Occupational Health & Safety Representatives | More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof.<br>Designation in writing, period and area of responsibility specified.<br>Meaningful OH&S Rep. reports.<br>Reports actioned by Management. | |
| Section 19 & 20 | Occupational Health & Safety Committee/s | OH&S Committee/s established.<br>Members appointed in writing.<br>Meetings held monthly.<br>Minutes kept.<br>Actioned by Management. | |
| Section 37 | Agreement with Mandataries (Subcontractors) | Written agreement with Subcontractors.<br>List of Subcontractors displayed.<br>Proof of Registration with Compensation Insurer/Letter of Good Standing<br>Construction Work Supervisor designated | |

| Section/ Regulation | Subject | Requirements | 1.1.1.2 Yes/No |
|---|---|---|---|
| | | Written arrangements concerning<br>OH&S Reps & OH&S Committee<br>Written arrangements regarding First Aid | |
| Construction. Regulation 7 | Fall Prevention & Protection | Competent person appointed to draw up and supervise the Fall Protection Plan<br>Proof of appointees competence available on Site<br>Risk Assessment carried out for work at heights<br>Fall Protection Plan drawn up/updated<br>Available on Site | |

| Section/ Regulation | Subject | Requirements | 1.1.1.2 Yes/No |
|---|---|---|---|
| Construction. Regulation 8 | Roof work | Competent person appointed to plan & supervise Roof work.<br>Proof of appointees competence available on Site<br>Risk Assessment carried out<br>Roof work Plan drawn up/updated<br>Roof work inspect before each shift. Inspection register kept<br>Employees medically examined for physical & psychological fitness. Written proof available | |
| Construction. Regulation 9 | Structures | Information re. the structure being erected received from the Designer including:<br>- geo-science technical report where relevant<br>- the design loading of the structure<br>- the methods & sequence of construction<br>- anticipated dangers / hazards / special Measures to construct safely<br>Risk Assessment carried out<br>Method statement drawn up<br>All above available on Site<br>Structures inspected before each shift. Inspections register kept | |
| Construction. Regulation 10 | Formwork & Support work | Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork<br>Design drawings available on site<br>Risk Assessment carried out<br>Support & Formwork inspected:<br>- before use/inspection<br>- before pouring of concrete<br>- weekly whilst in place<br>- before stripping/dismantling. Inspection register kept | |
| Construction. Regulation 11 | Scaffolding | Competent persons appointed in writing to:<br>- erect scaffolding (Scaffold Erector/s)<br>- act as Scaffold Team Leaders<br>- inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)<br>Written Proof of Competence of above appointees available on Site<br>Copy of SABS 085 available on Site<br>Risk Assessment carried out<br>Inspected weekly/after bad weather. Inspection register/s kept | |
| Construction. Regulation 12 | Suspended Scaffolding | Competent persons appointed in writing to:<br>- erect Susp.scaffolding (Scaffold Erector/s)<br>- act as Susp.Scaffold Team Leaders | |

| Section/ Regulation | Subject | Requirements | 1.1.1.2 Yes/No |
|---|---|---|---|
| | | - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted<br>Certificate of Authorization issued by a registered professional Engineer available on Site/copy forwarded to the Department of Labour<br>The following inspections of the whole installation carried out by a competent person<br>- after erection and before use<br>- daily prior to use. Inspection register kept<br>The following tests to be conducted by a competent person:<br>- load test of whole installation and working parts every 12 months<br>- hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept<br>Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available | |
| Construction. Regulation 13 | Excavations | Competent person/s appointed in writing to supervise and inspect excavation work<br>Written Proof of Competence of above appointee/s available on Site<br>Risk Assessment carried out<br>Inspected:<br>- before every shift<br>- after any blasting<br>- after an unexpected fall of ground<br>- after any substantial damage to the shoring<br>- after rain. Inspections register kept<br>Method statement developed where explosives will be/ are used | |
| Construction. Regulation 14 | Demolition Work | Competent person/s appointed in writing to supervise and control Demolition work<br>Written Proof of Competence of above appointee/s available on Site<br>Risk Assessment carried out<br>Engineering survey and Method Statement available on Site<br>Inspections to prevent premature collapse-e carried out by competent person before each shift. Inspection register kept | |
| Construction. Regulation 16 | Materials Hoist | Competent person appointed in writing to inspect the Material Hoist<br>Written Proof of Competence of above appointee available on Site.<br>Materials Hoist to be inspected weekly by a competent person. Inspections register kept. | |
| | | | |

| Section/ Regulation | Subject | Requirements | 1.1.1.2 Yes/No |
|---|---|---|---|
| Construction. Regulation 17 | Caissons & Coffer dams | Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams<br>Written Proof of Competence of above appointee available on Site<br>Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept | |
| Construction. Regulation 18 | Explosive Powered Tools | Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above<br>Empty cartridge cases/nails/fixing bolts returns recorded<br>Cleaned daily after use | |

| Section/ Regulation | Subject | Requirements | 1.1.1.2 Yes/No |
|---|---|---|---|
| Construction. Regulation 19 | Batch Plants | Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above<br>Risk Assessment carried out<br>Batch Plant to be inspected weekly by a competent person. Inspections register kept | |
| Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996) | Tunnelling | Complying with Mines Health & Safety Act (29 of 1996)<br>Risk Assessment carried out | |
| Construction. Regulation 21/ Driven Machinery Regulations 18 & 19 | Cranes & Lifting Machines Equipment | Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment<br>Written Proof of Competence of above appointee available on Site.<br>Cranes & Lifting tackle identified/numbered<br>Register kept for Lifting Tackle<br>Log Book kept for each individual Crane<br>Inspection:<br>- All cranes - daily by operator<br>- Tower Crane/s - after erection/6monthly<br>- Other cranes - annually by comp. person<br>- Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly<br>Risk Assessment carried out | |
| Construction. Regulation 22/Electrical Machinery | Inspection & Maintenance of Electrical Installation & | Competent person appointed in writing to inspect/test the installation and equipment.<br>Written Proof of Competence of above appointee available on Site. | |

| Section/ Regulation | Subject | Requirements | 1.1.1.2 Yes/No |
|---|---|---|---|
| Regulations 9 & 10/Electrical Installation Regulations | Equipment (including portable electrical tools) | Inspections:<br>- Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept<br>Portable electric tools and -lights and extension leads identified/numbered.<br>Monthly visual inspection by User/Issuer/<br>Store man. Register kept. | |
| Construction. Regulation 2 Diving Regulations | Water Environments | Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used<br>Written Proof of Competence of above appointee available on Site<br>Proof of registration of all divers present on site available<br>Risk Assessment carried out<br>Diving Manual produced. Available on Site<br>Record of Voice Communications kept<br>Diving Operations record kept<br>Each Diver keeps- a personal logbook. Entries countersigned by the Diving Supervisor<br>Decompression tables available on Site<br>Records of any Decompression illness kept<br>Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site | |
| Construction. Regulation 30/ General Safety Regulation 8(1)(a) | Designation of Stacking & Storage Supervisor. | Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage<br>Written Proof of Competence of above appointee available on Site | |
| Construction. Regulation 31/ Environmental Regulation 9 | Designation of a Person to Co-ordinate Emergency Planning And Fire Protection | Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures<br>Emergency Evacuation Plan developed:<br>- Drilled/Practised<br>- Plan & Records of Drills/Practices available on Site<br>Fire Risk Assessment carried out<br>All Fire Extinguishing Equipment identified and on *register*.<br>Inspected weekly. Inspection Register kept<br>Serviced annually | |
| Construction. Regulation 32/ | First Aid | Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) | |

| Section/ Regulation | Subject | Requirements | 1.1.1.2 Yes/No |
|---|---|---|---|
| General Safety Regulation 3 | | First Aid freely available<br>Equipment as per the list in the OH&S Act.<br>One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)<br>List of First Aiders and Certificates<br>Name of person/s in charge of First Aid box/es displayed.<br>Location of F/Aid box/es clearly indicated.<br>Signs instructing employees to report all Injuries/illness including first aid injuries | |
| Construction. Regulation 33/ General Safety Regulation 2 | Personal Safety Equipment (PS-E) | PS-E Risk Assessment carried out<br>Items of PS-E prescribed/use enforced<br>Records of Issue kept<br>Undertaking by Employee to use/wear PS-E | |
| Construction. Regulation 34/ General Safety Regulation 9 | *Inspection & Use of Welding/Flame Cutting Equipment | Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment<br>Written Proof of Competence of above appointee available on Site<br>Equipment identified/numbered and entered into a register<br>Equipment inspected monthly. Inspection Register kept | |
| Construction. Regulation 35/ Hazardous Chemical Substances (HCS) | *Control of Storage & Usage of HCS | Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS<br>Written Proof of Competence of above appointee available on Site<br>Risk Assessment carried out<br>Register of HCS kept/used on Site | |

| Section/ Regulation | Subject | Requirements | 1.1.1.2 Yes/No |
|---|---|---|---|
| Construction. Regulation 36/Vessels under Pressure Regulations | Vessels under Pressure (VUP) | Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's<br>Written Proof of Competence of above appointee available on Site<br>Risk Assessment carried out<br>Certificates of Manufacture available on Site<br>Register of VUP's on Site<br>Inspections & Testing by Approved Inspection Authority (AIA):<br>- after installation/re-erection or repairs | |

| Section/ Regulation | Subject | Requirements | 1.1.1.2 Yes/No |
|---|---|---|---|
| | | - every 36 months.<br>- Register/Log kept of inspections, tests. Modifications & repair | |
| Construction. Regulation 37 | Construction Vehicles & Earth Moving Equipment | Operators/Drivers appointed to:<br>- Carry out a daily inspection prior to use<br>- Drive the vehicle/plant that he/she is competent to operate/drive<br>Written Proof of Competence of above appointee available on Site<br>Record of Daily inspections kept | |
| Construction. Regulation 38/ General Safety Regulation 13D | Inspection of Ladders | Competent person appointed in writing to inspect Ladders<br>Ladders inspected at arrival on site and monthly thereafter. Inspections register kept | |
| Construction. Regulation 39/ General Safety Regulation 13B | Ramps- | Competent person appointed in writing to Supervise the erection & inspection of Ramps-. Inspection register kept | |

### 4.3 EPWP labour intensive specification

### 4.4 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 3CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

**Table 1: Skills programme for supervisory and management staff**

| Personnel | NQF level | Unit standard titles | Skills programme description |
|---|---|---|---|
| Team leader / supervisor | 2 | Apply Labour Intensive Construction Systems and Techniques to Work Activities | This unit standard must be completed, **and** |
| | | Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage | any one of these 3 unit standards |
| | | Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services | |
| | | Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures | |
| Foreman/ supervisor | 4 | Implement labour Intensive Construction Systems and Techniques | This unit standard must be completed, **and** |

| | | | |
|---|---|---|---|
| | | Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage | any one of these 3 unit standards |
| | | Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services | |
| | | Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures | |
| Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site) | 5 | Manage Labour Intensive Construction Processes | Skills Programme against this single unit standard |

**4.5 Employment of unskilled and semi-skilled workers in labour-intensive works**

**4.5.1 Requirements for the sourcing and engagement of labour.**

4.5.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

4.5.1.1.2 The minimum rate of pay set for the EPWP will be based on the current and projected Ministerial Determination.

4.5.1.1.3 Tasks established by the contractor must be such that:

a) the average worker completes 5 tasks per week in 40 hours or less; and
b) the weakest worker completes 5 tasks per week in 55 hours or less.

4.5.1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4…2.1.3.

4.5.1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

a) where the head of the household has less than a primary school education;
b) that have less than one full time person earning an income;
c) where subsistence agriculture is the source of income.
d) those who are not in receipt of any social security pension income

4.5.1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

a) 55 % women;
b) 55% youth who are between the ages of 18 and 35; and
c) 2% on persons with disabilities.

**4.5.2 Training of targeted labour**

4.5.2.1The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

4.5.2.2 The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

4.5.2.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.

4.5.2.4The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

4.5.2.5 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.
4.5.2.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 4.5.2.4 above.
4.5.2.7 Proof of compliance with the requirements of 4.5.2.1 to 4.5.2.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate

**6 Services and facilities provided by the employer**

– clear up and make good when the service or facility is no longer required, leave the employer's facilities in the condition they were before the contractor first made use of them, fair wear and tear excepted, and
– continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state.)

**7 Plant and equipment**

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

**8 Management**

| **Additional clauses** |
|---|
| 1 **Site meetings and procedures**<br><br>The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.<br><br>The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract. |

| **SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.** | |
|---|---|
| **Clause** | **Specification Data** |
| **Essential Data:** | |
| 5.1 | The depth of trenches which are to be excavated by hand is 1.5 metres. |
| **Additional clauses:** | |
| **SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.** | |
| 4.2.1(a) | A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.<br>A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel. 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za. |
| 4.2.1(a) | The HIV/AIDS awareness programme is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.) |
| **Additional clauses** | |
| | The duration of each workshop is not to be less than 2 ½ hours. |

## 9 Particular specifications

The management of the site shall be in accordance with the provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition), obtainable from the South African Institution of Civil Engineering.

## 10 Recording of weather

The Contractor shall erect an effective **rainfall gauge** on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

## 11 Unauthorized persons

The Contractor shall keep unauthorized persons from the works at all times under no circumstances may any person except guards be allowed to sleep on the building site

## 12 Management meetings

Upon awarding of contract program will be provided.

## 13 Daily records

Contractor to state requirements for daily records of resources (people and equipment employed), or site diaries in respect of work performed on the site, and where such documents are to be kept.

## 14 Payment certificates

Contractor to provide relevant banking details of the company